

DOCKET NO. UWY-CV-14-6026552-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., ET AL.,	:	J.D. WATERBURY
Plaintiffs,	:	
	:	
VS.	:	AT WATERBURY
	:	
PREFERRED TOOL AND DIE, INC., ET AL.,	:	
Defendants.	:	JUNE 19, 2015

**PLAINTIFFS NUCAP INDUSTRIES INC. AND NUCAP US INC.'S OBJECTIONS TO  
DEFENDANT PREFERRED TOOL'S FIRST SET OF REQUESTS FOR PRODUCTION  
OF DOCUMENTS (1-27)**

Plaintiffs NUCAP Industries Inc. ("Nucap Industries") and Nucap US Inc., as successor to Anstro Manufacturing ("Nucap US") (collectively, "Plaintiffs" or "NUCAP"), by and through their undersigned counsel, submit their Objections to Defendant Preferred Tool and Die, Inc.'s ("Preferred Tool") First Set of Requests for Production of Documents (1-27) as follows.

**GENERAL OBJECTIONS**

1. Plaintiffs object to the Definitions and Instructions sections of the Requests to the extent that they seek to impose requirements different from and/or in addition to those required by the Rules of Practice and/or the Practice Book.
2. Plaintiffs object to the Requests to the extent that they seek documents protected by the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege or evidentiary limitation.
3. Plaintiffs object to the Requests to the extent they seek confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

4. Plaintiffs object to the Requests to the extent they seek information related to confidential business, proprietary, or other protected information of Plaintiffs or third parties for whom Plaintiffs have an obligation to protect such information.

5. Plaintiffs object to the Requests to the extent that they are not limited to a reasonable time period.

6. In providing documents in response to the Requests, Plaintiffs do not in any way waive or intend to waive, but rather intend to preserve and are preserving: (i) all objections as to competency, relevancy, materiality, and admissibility; (ii) all rights to object on any ground to the use of any of the responses herein or documents in the preliminary injunction proceeding and any subsequent proceedings, including a trial or any other action; (iii) all objections as to vagueness and ambiguity; and (iv) all rights to object on any ground to other discovery Requests including or relating to the Requests.

These answers and objections are based upon information now known. Plaintiffs reserve their right to amend, modify, or supplement the objections or answers stated therein.

### **RESPONSES TO DOCUMENT REQUESTS**

1. All documents concerning Nucap's alleged trade secret information referenced in the Complaint and asserted in this case.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

2. All documents concerning measures Nucap takes to maintain the confidentiality of its alleged trade secrets with employees of Nucap.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

3. All documents concerning measures Nucap takes to maintain the confidentiality of its alleged trade secrets with customers, suppliers, distributors, and any other third parties.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

4. All documents concerning Nucap's use of its alleged trade secrets, including but not limited to design and development of products featuring trade secrets, marketing materials relating to trade secrets, and responses to third party requests for information about trade secrets or products featuring trade secrets, including but not limited to requests for proposals.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

5. All documents concerning Nucap's products that feature its alleged trade secrets, including but not limited to design plans, drawings, specifications, material data sheets, product brochures and catalogues, product descriptions, marketing materials, packaging materials,

instructions distributed with such products, and terms and conditions for online sales of such products.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as compound and not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

6. All documents concerning Nucap products that Nucap alleges are equivalent to the following Preferred products identified in your Request for Production No. 7, including but not limited to design plans, drawings, specifications, material data sheets, product brochures and catalogues, product descriptions, marketing materials, packaging materials, instructions distributed with such products, and terms and conditions for online sales of such products:

- a) Part # 20022.01
- b) Part # 20224.01
- c) Part # 10041.01
- d) Part # 20023.01
- e) Part # 10040.01
- f) Part # 10020.01
- g) Part # 20002.02
- h) Part # 20017.02
- i) Part # 20003.02
- j) Part # 20018.02
- k) Part # 10009.01

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks

**confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.**

7. All documents and things in Nucap's possession that Nucap believes indicate that Preferred has in any way misappropriated Nucap's alleged trade secrets.

**OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object on the grounds that this request is vague and ambiguous. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.**

8. All documents and/or communications concerning Nucap's assessment of or attempts to prevent or cease any alleged misappropriation of Nucap's alleged trade secrets by Preferred.

**OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.**

9. All documents relating to facilities where Nucap designs, develops, manufactures, packages, and/or stores products featuring its alleged trade secrets.

**OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case.**

10. All documents distributed to, agreed to, and/or executed by Nucap employees since January 1, 2005, including but not limited to employment agreements, confidentiality agreements, non-disclosure agreements, non-compete agreements, and employee handbooks.

**OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not**

reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

11. All communications between Nucap employees concerning Nucap's alleged trade secrets.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

12. All communications between Nucap employees and third parties, including but not limited to potential, current, and past customers, suppliers, and distributors, concerning Nucap's alleged trade secrets.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision. Plaintiffs object to this Request because it seeks confidential and proprietary information of third parties.

13. All minutes recorded during Nucap's board meetings during which Nucap's alleged trade secrets were discussed or addressed in any manner.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case.

14. All documents and/or communications concerning Nucap's employment of Dambrauskas or Reynolds, including but not limited to documents contained within either's personnel files, communications between either and other Nucap employees, communications amongst Nucap employees regarding either, and documents and communications relating to either's separation from employment with Nucap.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

15. All documents concerning or containing Nucap's "customer list and identifying information regarding the contact persons of its customers," which Nucap alleges to be its trade secrets and implies Preferred misappropriated in the Complaint.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

16. All documents concerning Preferred or Preferred's products that Nucap received from sources other than Preferred's production in this litigation.

**OBJECTIONS:** Plaintiffs incorporate by reference all General Objections as if fully set forth here. Plaintiffs object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case.

17. All documents concerning projected or monthly sales by Nucap of all its products featuring its alleged trade secrets from January 1, 2010 to the present, broken down by amounts, dates, customer identities, and the specific product sold.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not

reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to this Request on the grounds that it imposes obligations that are greater than those required by the Connecticut Practice Book. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

18. All documents concerning Bosco's former role, responsibilities, and/or affiliation with Nucap, including but not limited to job titles and scope of services and/or job responsibilities.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

19. All documents concerning Dambrauskas's former role, responsibilities, and/or affiliation with Nucap, including but not limited to job titles and scope of services and/or job responsibilities.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

20. All documents concerning Reynolds's former role, responsibilities, and/or affiliation with Nucap, including but not limited to job titles and scope of services and/or job responsibilities.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.



21. All documents concerning Nucap's activities and participation in the 2013 SAE Brake Colloquium.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it is not limited in scope to the facts at issue in this case.

22. All documents in Nucap's possession concerning Preferred's activities and participation in the 2013 SAE Brake Colloquium.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it is not limited in scope to the facts at issue in this case.

23. All documents concerning Nucap's purported "analysis of the Preferred product brochure, drawings, material data sheets and samples" that Nucap alleges "reveals striking similarities between the 'new' Preferred products and current NUCAP products," including but not limited to all communications concerning said "analysis."

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

24. All documents concerning Nucap's assertion that "the shims that Preferred is offering for sale have been copied, derived from, and/or inspired by NUCAP's design, development and manufacturing of its own brake shims," including but not limited to all communications concerning said assertion.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

25. All documents concerning Nucap's decision to file this lawsuit against Preferred, including but not limited to all communications concerning said decision.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to this request on the grounds and to the extent that it seeks documents that are protected from disclosure by the attorney-client privilege or the work-product doctrine.

26. All documents produced in discovery by Nucap in *Nucap Industries Inc. et al. v. Robert Bosco, Jr.* (Index No. 651968 / 2014, Supreme Court of the State of New York).

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request because it seeks documents protected by a Stipulated Protective Order in the New York litigation.

27. All documents and things which Nucap may or intends to introduce or rely on at trial in this matter.

**OBJECTIONS:** In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Requests as premature, as discovery remains in its early stages and the parties have not completed their respective document productions.

PLAINTIFFS,  
NUCAP INDUSTRIES, INC. and NUCAP  
US, INC.

By /s/Nicole H. Najam

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**CERTIFICATION**

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 19<sup>th</sup> day of June, 2015 to all counsel and self-represented parties of record, as follows:

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